

NOTE: CHANGES MADE BY THE COURT

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7 ANTHONY NOBLES

8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 ANTHONY NOBLES, an individual,

12 Plaintiff,

13 v.

14 THEVAULTMS.COM, LLC, a
15 Mississippi Limited Liability Company;
16 SONICBIDDER.COM, a Delaware
17 Limited Liability Company; JERRY D.
PASS, an individual, and DOES 1
through 10, inclusive,

18 Defendants.

Case No.: 8:23-cv-00704-JWH-KES

**STIPULATED PROTECTIVE
ORDER**

THOITS LAW
A PROFESSIONAL CORPORATION

STIPULATION

The parties hereto, Plaintiff ANTHONY NOBLES and specially appearing Defendants THEVAULTMS.COM, LLC, SONICBIDDER.COM, LLC and JERRY D. PASS ("DEFENDANTS"), by and through their respective attorneys, have agreed to this Confidentiality Order as follows:

1. Scope. All materials, items produced or adduced in the course of discovery, including initial disclosures and responses to discovery requests, exhibits, and information derived directly therefrom (hereinafter collectively "documents"), shall be subject to this Order concerning Confidential Information as defined below. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. Confidential Information. As used in this Order, "Confidential Information" means: (a) information protected from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial or financial information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information; or (f) personnel or employment records of a person who is not a party to the case.' Information or documents that are available to the public may not be designated as Confidential Information.

3. Designation.

(a) A party may designate a document as Confidential Information for protection under this Order by placing or affixing the words "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" on the document and on all copies in a manner that will not interfere with the legibility of the document. As used in this Order, "copies" includes electronic images, duplicates, extracts, summaries or descriptions that contain the Confidential Information. The marking "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" shall be applied

1 prior to or at the time of the documents are produced or disclosed. Applying the
2 marking "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" to a
3 document does not mean that the document has any status or protection by
4 statute or otherwise except to the extent and for the purposes of this Order. Any
5 copies that are made of any documents marked "CONFIDENTIAL - SUBJECT
6 TO PROTECTIVE ORDER" shall be also be so marked, except that indices,
7 electronic databases or lists of documents that do not contain substantial
8 portions or images of the text of marked documents and do not otherwise
9 disclose the substance of the Confidential Information are not required to be
10 marked.

11 (b) A party may designate a document as Confidential Information only
12 after
13 review of the document by an attorney or a party appearing pro se who has in
14 good faith determined that the document contains Confidential Information as
15 defined in this Order.

16 4. Protection of Confidential Material.

17 (a) General Protections. Confidential Information shall not be used or
18 disclosed by the parties, counsel for the parties or any other persons identified
19 in subparagraph (b) for any purpose whatsoever other than to prepare for and to
20 conduct discovery, settlement, or trial in this action, including any appeal
21 thereof.

22 (b) Limited Third-Party Disclosures. The parties and counsel for the
23 parties shall not disclose or permit the disclosure of any Confidential
24 Information to any third person or entity except as set forth in subparagraphs
25 (1)-(8). Subject to these requirements, the following categories of persons may
26 be allowed to review Confidential Information:

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1 (1) Counsel. Counsel for the parties and employees of counsel
2 who have responsibility for the preparation and trial of the action;

3 (2) Parties. Individual parties and employees of a party but only
4 to the extent counsel determines in good faith that the employee's assistance is
5 reasonably necessary to the conduct of the litigation in which the information is
6 disclosed;-

7 (3) The Court and its personnel;

8 (4) Court Reporters and Recorders. Court reporters and
9 recorders engaged for depositions;

10 (5) Contractors. Those persons specifically engaged for the
11 limited purpose of making copies of documents or organizing or processing
12 documents;

13 (6) Consultants and Experts. Consultants, investigators, or
14 experts employed by the parties or counsel for the parties to assist in the
15 preparation and trial of this action but only after such persons have completed
16 the certification contained in Attachment A, Acknowledgment of
17 Understanding and Agreement to Be Bound; and

18 (7) Witnesses at depositions. During their depositions, witnesses
19 in this action to whom disclosure is reasonably necessary. Witnesses shall not
20 retain a copy of documents containing Confidential Information, except
21 witnesses may receive a copy of all exhibits marked at their depositions in
22 connection with review of the transcripts for purposes reasonably necessary for
23 litigation or resolution of this action. Pages of transcribed deposition testimony
24 or exhibits to depositions that are designated as Confidential Information
25 pursuant to the process set out in this Order must be separately bound by the
26 court reporter and may not be disclosed to anyone except as permitted under
27 this Order.

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1 (8) Others by Consent. Other persons only by written consent of
2 the producing party or upon order of the Court and on such conditions as may
3 be agreed or ordered.

4 (c) Control of Documents. Counsel for the parties shall make
5 reasonable efforts to prevent unauthorized or inadvertent disclosure of
6 Confidential Information. Counsel shall maintain the originals of the forms
7 signed by persons acknowledging their obligations under this Order for a period
8 of three years after the termination of the case.

9 6. Inadvertent Failure to Designate. An inadvertent failure to designate a
10 document as Confidential Information does not, standing alone, waive the right
11 to so designate the document; provided, however, that a failure to serve a timely
12 Notice of Designation of deposition testimony as required by this Order, even if
13 inadvertent, waives any protection for deposition testimony. If a party
14 designates a document as Confidential Information after it was initially
15 produced, the receiving party, on notification of the designation, must make a
16 reasonable effort to assure that the document is treated in accordance with the
17 provisions of this Order. No party shall be found to have violated this Order for
18 failing to maintain the confidentiality of material during a time when that
19 material has not been designated Confidential Information, even where the
20 failure to so designate was inadvertent and where the material is subsequently
21 designated Confidential Information.

22 7. Filing of Confidential Information. This Order does not, by itself,
23 authorize the filing of any document under seal. Any party wishing to file a
24 document designated as Confidential Information in connection with a motion,
25 brief or other submission to the Court must file an accompanying sealing
26 application in compliance with Local Rule 79-5. The party that designated the
27 document as Confidential Information has the burden of demonstrating the need
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1 for sealing. Any document served on another party and any paper courtesy copy
2 provided to the Court shall be a complete, unredacted version.

3 8. No Greater Protection of Specific Documents. No party may withhold
4 information from discovery on the ground that it requires protection greater
5 than that afforded by this Order unless the party moves for an order providing
6 such special protection.

7 9. Challenges by a Party to Designation as Confidential Information. The
8 designation of any material or document as Confidential Information is subject
9 to challenge by any party. The following procedure shall apply to any such
10 challenge.

11 (a) Meet and Confer. A party challenging the designation of
12 Confidential Information must do so in good faith and must begin the process
13 by conferring directly with counsel for the designating party. In conferring, the
14 challenging party must explain the basis for its belief that the confidentiality
15 designation was not proper and must give the designating party an opportunity
16 to review the designated material, to reconsider the designation, and, if no
17 change in designation is offered, to explain the basis for the designation. The
18 designating party must respond to the challenge within five (5) business days.

19 (b) Judicial Intervention. A party that elects to challenge a
20 confidentiality designation may file and serve a motion that identifies the
21 challenged material and sets forth in detail the basis for the challenge. Each
22 such motion must be accompanied by a competent declaration that affirms that
23 the movant has complied with the meet and confer requirements of this
24 procedure. All discovery motions must comply with Local Rule 37-1 or Judge
25 Scott's informal discovery conference ("IDC") procedures posted online. The
26 burden of persuasion in any such challenge proceeding shall be on the
27 designating party. Until the Court rules on the challenge, all parties shall
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1 continue to treat the materials as Confidential Information under the terms of
2 this Order.

3 10. Action by the Court. Applications to the Court for an order relating to
4 materials or documents designated Confidential Information shall be by motion
5 or the IDC process. Nothing in this Order or any action or agreement of a party
6 under this Order limits the Court's power to make orders concerning the
7 disclosure of documents produced in discovery or at trial.

8 11. Use of Confidential Documents or Information at Trial. This order
9 applies to pre-trial proceedings. The District Judge may make such orders as are
10 necessary to govern the use of documents or information at trial.

11 12. Confidential Information Subpoenaed or Ordered Produced in Other
12 Litigation.

13 (a) If a receiving party is served with a subpoena or an order issued in
14 other litigation that would compel disclosure of any material or document
15 designated in this action as Confidential Information, the receiving party must
16 so notify the designating party, in writing, immediately and in no event more
17 than three court days after receiving the subpoena or order. Such notification
18 must include a copy of the subpoena or court order.

19 (b) The receiving party also must immediately inform in writing the
20 party who caused the subpoena or order to issue in the other litigation that some
21 or all of the material covered by the subpoena or order is the subject of this
22 Order. In addition, the receiving party must deliver a copy of this Order
23 promptly to the party in the other action that caused the subpoena to issue.

24 (c) The purpose of imposing these duties is to alert the interested
25 persons to the existence of this Order and to afford the designating party in this
26 case an opportunity to try to protect its Confidential Information in the court
27 from which the subpoena or order issued. The designating party shall bear the
28 burden and the expense of seeking protection in that court of its Confidential

1 Information, and nothing in these provisions should be construed as authorizing
2 or encouraging a receiving party in this action to disobey a lawful directive
3 from another court. The obligations set forth in this paragraph remain in effect
4 while the party has in its possession, custody or control Confidential
5 Information by the other party to this case.

6 13. Challenges by Members of the Public to Sealing Orders. A party or
7 interested member of the public has a right to challenge the sealing of particular
8 documents that have been filed under seal, and the party asserting
9 confidentiality will have the burden of demonstrating the propriety of filing
10 under seal.

11 14. Obligations on Conclusion of Litigation.

12 (a) Unless otherwise agreed or ordered, this Order shall remain in
13 force after dismissal or entry of final judgment not subject to further appeal.

14 (b) Within thirty days after dismissal or entry of final judgment not
15 subject to further appeal, all Confidential Information and documents marked
16 "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER" under this Order,
17 including copies as defined in paragraph 3(a), shall be returned by receiving
18 parties to the producing party unless: (1) the document has been offered into
19 evidence or filed without restriction as to disclosure; (2) the parties agree to
20 destruction in lieu of return; (3) as to documents bearing the notations,
21 summations, or other mental impressions of the receiving party, that party elects
22 to destroy the documents and certifies to the producing party that it has done so;
23 or (4) to the extent counsel are obligated under ethical rules applicable to their
24 admission and license to practice law to maintain or return to a client their file
25 and documents a part thereof, *e.g.*, pursuant to the California Rules of
26 Professional Conduct and Formal Opinions issued by the State Bar of California
27 (*see, e.g.* Formal Opinion No. 2001-157). Notwithstanding the above
28 requirements to return or destroy documents, counsel may retain attorney work

1 product, including an index which refers or relates to designated Confidential
2 Information so long as that work product does not duplicate verbatim
3 substantial portions of Confidential Information, and one complete set of all
4 documents filed with the Court including those filed under seal. Any
5 Confidential Information retained by a party shall continue to be protected
6 under this Order. An attorney may use his or her work product in subsequent
7 litigation provided that its use does not disclose or use Confidential
8 Information.

9 15. Order Subject to Modification. This Order shall be subject to
10 modification by the Court on its own initiative or may be modified on
11 stipulation by the parties approved by the Court or motion of a party or any
12 other person with standing concerning the subject matter.

13 16. No Prior Judicial Determination. This Order is entered based on the
14 representations and agreements of the parties and for the purpose of facilitating
15 discovery. Nothing herein shall be construed or presented as a judicial
16 determination that any document or material designated Confidential
17 Information by counsel or the parties is entitled to protection under Rule 26(c)
18 of the Federal Rules of Civil Procedure or otherwise until such time as the
19 Court may rule on a specific document or issue.

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17. Persons Bound. This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms.

WE SO MOVE and agree to abide by the terms of this Order.

Dated: March 5, 2024

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/s/John van Loben Sels
John van Loben Sels, Esq.
For Plaintiff Anthony Nobles

/s/Ralph C. Shelton II
Ralph C. Shelton II, Esq.
For Defendants TheVaultMS.com, and
Sonicbidder.com and Jerry D. Pass, who
Are specially appearing

IT IS SO ORDERED.

DATED: March 6, 2024


Hon. Karen E. Scott
United States Magistrate Judge